

AGRICULTURAL EXPERIMENT STATION

Exchange of notes at Washington October 12 and 27, 1942

Entered into force October 27, 1942; operative from July 15, 1942

Superseded by agreement of January 25 and February 1, 1950¹

56 Stat. 1810; Executive Agreement Series 286

The Acting Secretary of State to the Nicaraguan Minister

DEPARTMENT OF STATE

WASHINGTON

October 12, 1942

SIR:

I have the honor to refer to a Memorandum of Understanding concerning the establishment and operation of an agricultural experiment station in Nicaragua, signed at México, D. F., México, July 15, 1942, by the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, and His Excellency José M. Zelaya C., Minister of Agriculture and Labor of the Republic of Nicaragua, which provides as follows:

In conformity with the desire of the Government of Nicaragua that the Government of the United States of America cooperate in the establishment and operation of an agricultural experiment station in Nicaragua for the purpose of promoting the production of basic and strategic tropical products, the Government of the United States of America through the United States Department of Agriculture and the Government of Nicaragua, have reached the following understanding:

1. The general functions of the station shall include: (a) agronomic production investigations necessary to permanent agriculture over the whole of eastern Nicaragua with complementary products, particularly rubber, as the cash crops; (b) establishment of approved agricultural practices by agricultural extension work as liaison between the station and the private farms; (c) the propagation of planting material for distribution to farmers; (d) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of propagating material, scientific information, and personnel; (e) cooperation with public health, colonization, and agricultural rehabilitation agencies of the United States of America, Nicaragua, and the Western Hemisphere in the development of agriculture in Nicaragua; (f) considera-

¹ 1 UST 772; TIAS 2152.

tion being given to the possibility that the Government of the United States of America will plant several thousand hectares of Hevea rubber in the Atlantic coast area of Nicaragua, the station will give full technical assistance to such a planting program.

2. The Government of Nicaragua will make available all land necessary to conduct investigations and demonstration work designed to promote the profitable production of export crops, such as rubber, fibers, insecticides, medicinals, vegetable oils, et cetera, and increase the income and foreign trade of the people of Nicaragua. Such land shall be selected by the director of the station in cooperation with the appropriate governmental agency of Nicaragua, and the Government of Nicaragua shall permit the continued use of the land by the experiment station free of charge. The land shall include a minimum of 500 hectares in the vicinity of Recreo, between the Mico River and the Managua-Rama highway, and at least three other parcels with a minimum of 50 hectares each which shall be representative of various natural land divisions.

3. The Government of Nicaragua also agrees to construct: (a) residences, complete with furnishings, for the North American and Nicaraguan members of the staff, except stoves and refrigerators not manufactured in Nicaragua; (b) a laboratory, office and library building for technical work; (c) a four-bed hospital; and (d) service buildings, including repair shops, one or more buildings for the storage of equipment and plant material, and such buildings as may be needed for studies in livestock production and the housing of pilot plants for processing agricultural production for shipment.

4. The Nicaraguan Government shall provide: (a) complete furnishings, services, and equipment, except scientific equipment and apparatus not produced or manufactured in Nicaragua, for the laboratory, office, and library building; (b) an adequate and pure water supply; (c) an electric plant to satisfy the lighting and power needs of the station; (d) recreational facilities such as tennis courts, swimming pools, et cetera; (e) a graduate medical doctor and surgeon; (f) agricultural publications, necessary to the proper functioning of the station, including reference books, and all journals and bulletins published outside of the United States, as well as the binding of journals; and (g) the funds necessary for the preparation, printing and distribution of four types of publications to be issued by the station, as follows:

(1) A popular Spanish periodical written for the farm family and containing articles by the staff and other qualified persons on such subjects as health, hygiene, community organization, information on the Atlantic region, aims of the experiment station, treatment of agricultural practices and methodology,

(2) farm circulars written in Spanish and issued as required, dealing with specific farm practices or products,

(3) technical bulletins in English or Spanish dealing with the results of specific scientific investigation at the station, and

(4) an annual report in Spanish, covering the work of the station performed during the year, and the status of agriculture in the region;

(h) the services of at least one Nicaraguan scientist to cooperate with each scientist detailed to the station by the United States Department of Agriculture, and the services of technologists qualified in the fields of land-surveying, topography, drainage, drafting, minor construction, chemical analysis, and library management; (i) stenographers, clerks, mechanics, machinists, field plot and laboratory assistants, and such unskilled labor as may be necessary to conduct the work of the experiment station; (j) the transportation expenses incurred by Nicaraguan and United States members of the station staff for travel on station business within Nicaragua.

5. The Government of Nicaragua will provide: (a) entry free of customs duties for (1) supplies and equipment for the station, and (2) supplies, clothes, foodstuffs, and personal belongings of the North American members of the station staff whose salaries are paid by the Government of the United States; (b) exemption from all taxes based upon salaries for those North American members of the station staff whose salaries are paid by the Government of the United States; and (c) when possible, Nicaraguan students in graduate study in each of the fields of agriculture in colleges or universities in the United States.

6. The Government of the United States of America, through the United States Department of Agriculture, and subject to the availability of funds for the purpose, agrees to provide: (a) the services of scientists to perform the functions of direction of the station, agronomic, soil, irrigation and drainage, animal, plant, and especially oil producing plants and rubber investigations; (b) current scientific journals on plant and animal science published in the United States; (c) scientific equipment and apparatus not produced or manufactured in Nicaragua; (d) stoves and refrigerators not manufactured in Nicaragua, for the residences of the staff; (e) hand and mechanical tools for the station shops; (f) hospital equipment for the treatment of emergency cases; (g) necessary launches and vehicles for water and land transportation; and (h) for the designing of all buildings, including residences for the Nicaraguan and North American members of the staff.

7. The Government of the United States of America and the Government of Nicaragua mutually agree: (a) that in order to provide joint supervisors over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established a commission composed of one representative of each of the two Governments; that the commission, subject to the approval of the Nicaraguan Government will have authority to establish the qualifications and propose candidates for positions at the station; that the commission may

delegate to the director of the station such of its functions as it may deem fit; (b) that the United States Department of Agriculture shall provide the services of an executive secretary to assist the commission; (c) that, exclusive of salaries of the scientists made available to the station by the United States Department of Agriculture, the obligations of the United States Government shall not exceed \$75,000 the first year, nor more than \$25,000 in any one fiscal year thereafter; (d) that the furnishing of the items described under clauses (c), (d), (e), (f) and (g) of numbered paragraph 6, of this Agreement shall be contingent upon the availability of supplies of such items in the United States; and (e) that the obligations assumed by the Government of Nicaragua under numbered paragraph 3, and clauses (a), (b), (c) and (d) of numbered paragraph 4, shall not be construed to commit the Nicaraguan Government to an expenditure in excess of 750,000 cordobas during the first three years of the life of the agreement.

8. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years unless the Congress of either country shall fail to appropriate the funds necessary for its execution in which event it may be terminated on sixty days written notice by either Government.

It is a pleasure to inform you that the provisions of the Memorandum of Understanding as herein set forth meet with the approval of the Government of the United States. If they likewise meet with the approval of the Government of Nicaragua, I shall consider this note and your reply to that effect as constituting an agreement between our two Governments on the subject, it being understood that the agreement shall be effective as of July 15, 1942 and that it shall continue in effect for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution in which case it may be terminated on sixty days' written notice by either Government.

Accept, Sir, the renewed assurances of my highest consideration.

SUMNER WELLES
Acting Secretary of State

The Honorable

Señor Dr. DON LEÓN DE BAYLE,
Minister of Nicaragua.

The Nicaraguan Minister to the Acting Secretary of State

LEGACION DE NICARAGUA
WASHINGTON, D.C.

No. 2632

OCTOBER 27, 1942

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note transcribing the Memorandum of Understanding concerning the establishment

and operation of an agricultural experiment station in Nicaragua, signed at Mexico, D. F., Mexico, on July 15, 1942, by the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, and the Honorable José M. Zelaya, Minister of Agriculture and Labor of the Republic of Nicaragua.

In this note Your Excellency stated that the provisions of the Memorandum of Understanding as set forth therein meet with the approval of the Government of the United States.

I take pleasure in informing Your Excellency that the Memorandum of Understanding likewise meets with the approval of my Government and that therefore this present note and that of Your Excellency will be considered as constituting an agreement between our two Governments on the subject, it being understood that the agreement shall be effective as of July 15, 1942, and that it shall continue in effect for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution, in which case it may be terminated on sixty days' written notice by either Government.

Accept, Excellency, the renewed assurances of my highest esteem and consideration.

LEÓN DE BAYLE
Minister of Nicaragua

His Excellency
The Acting Secretary of State,
Honorable SUMNER WELLES,
Washington, D.C.